

Charles E. Bolen, OSB No. 962249  
E-mail address: [ceb@roguelaw.com](mailto:ceb@roguelaw.com)  
Melisa A. Button, OSB No. 116113  
E-mail address: [mab@roguelaw.com](mailto:mab@roguelaw.com)  
Hornecker Cowling LLP  
14 N. Central Ave., Suite 104  
Medford, Oregon 97501  
Telephone: 541-779-8900  
Fax: 541-773-2635  
Attorney(s) for: Defendants

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON**

LOJY AIR COMPANY,  
An Egyptian Corporation

Plaintiff,

v.

GLOBAL FINANCIAL & LEASING, INC.  
An Oregon Corporation, and  
RICHARD KEITH WARD, individually

Defendants.

Case No. 3:17-CV-00920-YY

**ANSWER WITH  
COUNTERCLAIMS**

DEMAND FOR JURY TRIAL

---

Defendants Global Financial & Leasing Inc. and Richard Keith Ward ("Defendants")  
hereby answer Plaintiff's Complaint as follows:

1. Admit, upon information and belief, the allegations contained in paragraph 1.
2. Admit that Defendant Global Finance & Leasing Inc. was and is an Oregon corporation. Deny the remaining allegations in Paragraph 2.
3. Admit the allegations in Paragraphs 3, 4, 5, and 6.
4. Defendants deny all other allegations stated in the Complaint.

### **AFFIRMATIVE DEFENSES**

1. One or more of Plaintiff's claims are barred by the statute of limitations.
2. One or more of Plaintiff's claims is barred by the doctrine of laches.
3. One or more of Plaintiff's claims is barred by the statute of frauds.
4. Plaintiff's alleged damage or loss, if any, was caused or contributed by the negligence, fault, other wrongful conduct of Plaintiff or other persons, firms, corporations, or entities over which Defendants have no control, right of control, and for which Defendants are not responsible.
5. There was no meeting of the minds to give rise to an enforceable contract.
6. Defendants reserve the right to supplement and/or amend its Affirmative Defenses to include additional defenses, cross-claims, and/or counterclaims as may be discovered throughout the course of discovery.

### **FIRST COUNTERCLAIM**

#### **(Breach of Contract)**

1. Plaintiff agreed to lease a plane meeting certain specifications from Defendant Global Financial & Leasing Inc. Defendant Global Financial & Leasing Inc. located one or more suitable planes for Plaintiff, which Plaintiff failed to take reasonable efforts to lease.
2. Defendant Global Financial & Leasing Inc. expended time and expense to locate said plane, which conferred a benefit to Plaintiff at Defendant's expense.
3. If Plaintiff leased said plane, Defendant Global Financial & Leasing Inc. would have earned a commission on said transaction in the amount of \$300,000.00. Defendant Global Financial & Leasing, Inc. would have also owned the plane at the end of the lease, having a residual value of \$140,000.00. As such, Plaintiff's failure to take reasonable efforts to lease a

suitable plane caused Defendant Global Financial & Leasing Inc. damages in the amount of \$440,000.00.

## **SECOND COUNTERCLAIM**

### **(Quantum Meruit)**

4. Plaintiff re-alleges the paragraphs stated above.
5. Defendant Global Financial & Leasing Inc. expended time and expense to locate a suitable plane for Plaintiff, which conferred a benefit to Plaintiff at Defendant's expense. Defendant Global Financial & Leasing Inc. performed said services with an expectation of compensation, and Plaintiff accepted said services.
6. Plaintiff has been unjustly enriched by said services and expense incurred by Defendant Global Financial & Leasing Inc.
7. The reasonable value of the services and expense incurred by Defendant Global Financial & Leasing Inc. is in the amount of \$100,000.00.

## **PRAYER FOR RELIEF**

WHEREFORE, Defendants prays for judgment as follows:

1. Dismissing all of Plaintiff's claims with prejudice;
2. Awarding damages to Defendant Global Financial & Leasing, Inc. and against Plaintiff in the amount of \$440,000.00;
3. Awarding damages to Defendant Global Financial & Leasing, Inc. and against Plaintiff in the amount of \$100,000.00;
4. Costs incurred in this case; and
5. For such other relief as the Court deems just and equitable.

///

Dated this 6<sup>th</sup> day of July, 2017.

By: /s/ Melisa A. Button  
Melisa A. Button, OSB 116113  
14 N. Central Ave., Suite 104  
Medford, Oregon 97501  
Tel (541) 779-8900  
*Of Attorneys for Defendants*

H:\USER\FILES\28523-002\Answer.doc